

Terms and Conditions of Gardening

Please read over our terms and conditions before booking a clean with FlexiClean Group

1. Definitions

1.1. In these Terms of Business the following definitions apply: “The Company”, “We”, “Us” – means FlexiClean Group of 30 Craighall Road, Edinburgh, EH6 4SA ,

“Cleaning Operative” – means the person or firm carrying out cleaning services on behalf of the Company.

“Client” – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

“Client’s Address” – means the address where the Client has requested the cleaning service to be carried out.

“Service”, “End of Tenancy Cleaning”, “EOT”, “Move In / Out Cleaning” , “Deep Cleaning”, “After Builders”, “Cleaning” – means the cleaning services carried out on behalf of the Company.

“Cleaning Visit” – means the visit to the Client’s service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Contract

2.1. These Terms and Conditions represent a contract between FlexiClean Group and the Client.

2.2. Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3. The Client agrees that any use of the Company’s services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.

2.4. Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions

shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company

3. Scope of work

3.1. The work as detailed shall be carried out to the standard a reasonable person can expect.

3.2. The client is to indicate the line of the boundaries, underground cables and pipes before work commences and FlexiClean accepts no liability whatsoever for any losses or future disputes which the client may have with the owner(s) of neighbouring properties or other parties as a result of works which it carries out on or within the boundaries, cables or pipes that the client has indicated to us.

3.3. The client is solely responsible for obtaining any planning permission required, including the preparation and submission to the local authority of any necessary applications. GS takes no responsibility for loss or damages incurred as a result of failed planning permission or the client requiring planning permission in retrospect.

3.4. Gardening services provided by FlexiClean contain work such as: lawn-mowing, grass cutting, hedge trimming, leaf clearance, generally keeping the garden and communal areas tidy.

3.5. FlexiClean can provide the personnel prepared to turn up in all weather.

4. Quotation

4.1. Gardening services are charged on hourly basis with minimum time of 2.5h

4.2. Only the work described in the quotation is included; the supply of any other materials or labour costs to carry out such works other than stated within the quotation is excluded. Any alteration, modification or extras beyond the work specified in the quotation may be liable for an additional cost, which will be agreed by both parties prior to being undertaken.

4.3. No allowance is made in the quotation for any extra work required due to unknown, hidden or underground features.

4.4. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

4.5. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

4.6. Differences in excess of 10% will be discussed with the Client prior to the start of the work. In such cases the Client will have to pay £40.00 cancellation fee if he does not accept the updated price.

5. VAT

5.1. The Company does not charge VAT

6. Equipment

6.1. The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

6.2. The Client must provide hot running water, electricity and sufficient light at the premises where the service takes place.

7. Payment

7.1. Our cleaning service might require a deposit payable to the Company

7.2. Unless otherwise agreed in writing by the company the account is rendered for immediate payment after receiving the quote, before completion of the work.

7.3. The Client must make payment either by cash, cheque or credit/debit card/bacs before the cleaner leaves the Client's premises.

7.4. If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorises the Company to charge his debit/credit card with the outstanding amount.

7.5. The Client agrees to and understands that paying the outstanding balance by debit/credit card will incur a 3% card processing charge.

7.6. We reserve the right to cancel services without notice due to declined credit card transactions or non-cleared funds.

7.7. The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

7.8. The Company reserves the right to charge £40.00 administrative fee, in addition to the balance due, for any account we must refer for collection. Please note that debt collecting companies may add their charges to the outstanding amount.

7.9. All bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

7.10. The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

7.11. The Client agrees to and authorises the Company to charge his debit/credit card he has

provided to the Company with any outstanding amounts owed to the Company.

7.12. Where such alternative arrangements have been made the Client must make payment within 14 days of the invoice date.

7.13. The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

8. Cancellation

8.1. The Client can cancel the scheduled service by giving no less than 24 hours prior notice in writing.

8.2. There is a cancellation fee of £45.00 of the service total for cancelling or rescheduling a cleaning visit with less than 24 notices.

8.3. The Company reserves the right to retain the £45.00 deposit as a cancellation fee/part of a cancellation fee.

8.4. The Client must pay the full price of the booked service if:

8.4.1 Our cleaners arrive at the Client's address and are unable to gain access to the Client's home, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills;

8.4.2 The Client cancels the booked service with less than 24 hours prior notice.

8.5. If the Client needs to change a cleaning day or time the Company will do its best to accommodate him. Any changes to booked services are subject to a 24 prior notice and availability.

9. Refunds

9.1. No refund claims will be entertained once the cleaning service has been carried out.

9.2. Refund will be issued only if:

9.2.1 The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;

9.2.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

10. Complaints

10.1. All services shall be deemed to have been carried out to the Client's satisfaction unless written notice is received by the Company with details of the complaint within 24 hours of the work being completed. All complaints must be received in writing by post, fax or email no later than 24 hours after the completion of the service. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

10.2. The Client agrees to allow the Company back to re-clean any disputed areas/items before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

11. Claims

11.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

11.2. The Company may require entry to the location of the claim within 24 hours to correct the problem.

11.3. The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

11.4. If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.

11.5. If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

11.6. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

11.7. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

11.8. The Client waives his right to stop payment on his cheque or protest a credit/debit card

charge unless the Company fails to make good on the guarantee shown in part 13.

11.9. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

11.10. In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

11.11. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

11.12. No claims shall be entertained if the Client has an outstanding balance aged more than 21 days.

11.13. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

12. Liability

12.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

12.1.1 Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

12.1.2 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be rescheduled.

12.1.3 An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

- 12.1.4 Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process;
- 12.2. The Company shall not be liable for any damages worth £50.00 or less.
- 12.3. The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.
- 12.4. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 21 days or more from the date the payment was due.

13. Supplementary Terms

- 13.1. If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pickup of keys, If said keys need to be returned back to the pickup address or any other address or a charge of £10.00 will apply.
- 13.2. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a home of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.
- 13.3. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.
- 13.4. Our cleaners are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person.
- 13.5. The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit, and will inform the Client prior to the visit.
- 13.6. All fragile and highly breakable items must be secured or removed.
- 13.7. The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Clients failure to comply with this obligation.
- 13.8. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

13.9. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

13.10. Fridges and Freezers should be emptied and defrosted prior to our arrival and turned off so we can clean them.

13.11. An oven is based on a standard 60cm wide oven (extra will be charged for ovens that exceed this width).

13.12. Hobs are based on 4 ring burners or 4 places to place a pan (extra will be charged for hobs that exceed this amount).

13.13. We do not clean out your garage, sheds, summerhouses and any other space outside the home.

13.14. We charge extra for conservatories. We're able to give you a price at the time of booking (note: we don't clean on top or inside glass ceilings and roofs)

14. Our Guarantee

14.1. The Company has built its business and reputation by providing its clients with the best possible cleaning service available. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the Company's service for any reason, the Company's operatives will come back to the Client's home and re-clean to his complete satisfaction.

14.2. Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

15. Insurance

15.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company and includes Treatment Risk and Fidelity Risk covers as standard. All claims are subject to an excess of £50.00.

16. Parking

17.1. If there is no free or paid parking at your address you will need to provide FlexiClean Group with a Temporary/Visitor's Parking Permit for our supervisor's vehicle.

17. Law

These terms and conditions shall be governed by the relevant United Kingdom law, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom. FlexiClean Group reserves the right to make any changes to any part of these terms and conditions without giving any prior notice. Should any of the above clauses change all existing customers will be notified.